

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE		PAGE 1 OF 9 PAGES	
2. AMENDMENT/MODIFICATION NO. A0002		3. EFFECTIVE DATE 09/28/2007		4. REQUISITION/PURCHASE REQ. NO. 4E-7006		5. PROJECT NO. (If applicable)
6. ISSUED BY CODE USDOT/RITA/Volpe Center 55 Broadway, Kendall Square, RTV-6D1 Cambridge, MA 02142-1001			7. ADMINISTERED BY (If other than Item 6) CODE			
8. NAME AND ADDRESS OF CONTRACTOR (No. Street, county, State and ZIP: Code)				()	9A. AMENDMENT OF SOLICITATION NO. DTRT57-07-R-20016	
				X	9B. DATED (SEE ITEM 11) 08/29/2007	
					10A. MODIFICATION OF CONTRACT/ORDER NO.	
					10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE				

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

X The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers **X** is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning one (1) copy of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and data specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/A

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS,
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

()	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER Specify type of modification and authority)

E. IMPORTANT: Contractor [] is not, [] is required to sign this document and return ____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

See the attached continuation sheets.

Please acknowledge receipt of this amendment with your proposal submission. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATA SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		BY (Signature of Contracting Officer)	

1. Based on consultations with the Small Business Administration, the RFP is hereby amended to remove references to the first award being made to a SBA certified 8(a) firm. The RFP is a 100% small business set-aside under NAICS 562910, Remediation services (500 employees).
2. SECTION C, entitled, "Work Statement", is revised to remove references to waste management activities. The Government anticipates acquiring these services under a separate procurement. The revised Work Statement is attached.
3. Section G, Subsection G.4, entitled "Ordering Procedures" revise as follows:

Under G.4.A.5, delete the second and third sentences.

4. Section I, Delete in their entirety the following:

I.5 FAR 52.219-17, entitled, "Section 8(a) Award (DEVIATION) (DEC 1996)"

I.6 FAR 52.219-18 entitled, "Notification of Competition Limited to Eligible 8(a) Concerns (DEVIATION) (JAN 1997)

I.8 FAR 52.252-6 entitled, "Authorized Deviations in Clauses (APR 1984)

5. Section M, Evaluation Factors for Award is revised as follows:

M.1.A , entitled "Basis for Award", is revised to read as follows:

"Award will be made to one or more responsive and responsible Offerors whose offers provide the best value to the Government, based on the Technical Proposal, the Price and Business Proposal, and other factors as listed elsewhere in Section M. The Government intends to make a total of two to three awards to qualified small businesses. However, the Government reserves the right to make more or fewer awards, in the best interests of the Government. It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range."

M.1.C entitled "Order of Awards" is deleted in its entirety.

6. The due date and time for submission of proposals is extended to 12:00 p.m. EDT, Tuesday, October 23, 2007.

SECTION C -- WORK STATEMENT

Libby Asbestos Project – Remediation Contract

C.1 BACKGROUND

The John A. Volpe National Transportation Systems Center (Volpe Center) is providing environmental engineering and remediation support to the United States Environmental Protection Agency (EPA). The Volpe Center support includes the preparation of technical documents, development of program management plans, environmental studies, and remediation projects. Currently the Volpe Center is supporting the EPA's Libby Asbestos Project. The City of Libby is located in northwestern Montana approximately 25 miles east of the Idaho border and 40 miles south of the Canadian border situated within the Kootenai River Valley, just north of the Cabinet Mountain Range. Montana Highways 2 and 37 meet in the city. Libby, Montana is the site of the former largest vermiculite mine in the world, which had been operational for 70 years. In the 1920s the Zonolite Company formed and began mining vermiculite. In 1963, W.R. Grace bought the Zonolite mining operations. The mine closed in 1990. While in operation, the vermiculite mine in Libby may have produced 80% of the world's supply of vermiculite. Vermiculite has been used in building insulation and as a soil conditioner. It has been determined that the vermiculite from the Libby mine was contaminated with a toxic form of naturally occurring asbestos called tremolite-actinolite asbestiform mineral fibers, hereinafter referred to as "Libby Amphibole (LA) asbestos".

In response to local concern and news articles about asbestos-contaminated vermiculite, EPA Region 8 sent an Emergency Response Team to Libby, Montana in late November 1999. Since December 1999 the EPA team has collected thousands of samples (air, soil, dust, insulation) and has remediated numerous commercial, residential and industrial properties. These investigative and cleanup actions have occurred under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), commonly known as Superfund. Under the Superfund program, the Volpe Center has been providing remediation support for the removal and waste management of asbestos contaminated soil, vermiculite-containing insulation (VCI), and dust from numerous operable units and residential properties located in and around Libby, Montana. The insulation, dust and soil at these properties are contaminated with tremolite asbestos as a result of historic vermiculite mining in Libby, Montana.

Starting in the summer of 2003, EPA, with assistance from the Volpe Center, began a comprehensive cleanup of properties throughout Libby, Montana. This contract is for remediation support for the removal of asbestos contaminated soil and material from numerous operable units and residences in Lincoln County, Montana as required by the Volpe Center.

C.2 INTRODUCTION

The services described herein are an integral part of environmental remediation activities undertaken by the Volpe Center in support of the United States Environmental Protection Agency (EPA). The operable units may be any sites located within Lincoln County. Sites may include: (1) currently owned and occupied residences or commercial businesses; (2) schools and other city buildings; (3) undeveloped land; (4) property formerly used by the manufacturer of vermiculite; or (5) any areas adjacent to sites described in (1) thru (4) above, to which contamination from such sites may have migrated. The work at operable units may encompass the development of health and safety plans, abatement (removal or encapsulation) of asbestos contamination within residences or commercial businesses, removal of vermiculite materials from the interior of homes or businesses (i.e., attics, walls, and other surfaces), removal of soil or other media contaminated with asbestos, conducting minor household remodeling activities as a result of remediation activities (i.e., restoration of ceilings and walls), replacement of removed insulation, and the development of plans, schedules and reports. The work may also include demolition of asbestos contaminated structures, excavation of asbestos contaminated soils, transportation of asbestos contaminated soils to the former mine site, transportation of asbestos contaminated materials and debris to the Lincoln County Landfill (or a landfill site as identified by the Government), contaminated equipment and building protection (i.e., cover exposed interior sections of buildings with visqueen curtains), field office set up, equipment rental and support, ensuring the safety and integrity of personnel and the environment, interim measures, remedial actions, operations and maintenance, restoration, personnel and equipment decontamination, and any other actions necessary for the performance, and in support of, remediation at asbestos contaminated sites. Contaminated

personal/tangible (i.e., drapes, carpets, etc.) and real property may need to be disposed or decontaminated.

This contract requires the Contractor to furnish all labor, materials, equipment and resources to perform the work necessary to complete simultaneous or individual task orders at confirmed or suspected asbestos contaminated sites within Lincoln County, Montana. Individual task orders for a group of sites will be competed among the contractors awarded this contract.

The Contractor will be requested to respond to each task order statement of work with a price and schedule proposal. The Contractor shall ensure personnel have current training as required by the Occupational Safety and Health Administration (OSHA) for the work as described in the work statement. The Contractor shall maintain records of training in accordance with appropriate regulations and provide when requested by the Government, certificates of training to Task Order Contracting Officer's Technical Representative (TOCOTR) for verification. All work shall be performed in accordance with this contract and all applicable federal, state, and local regulations as described in each task order.

C.3 DEFINITIONS

3.1 'Asbestos Contamination': any environmental or commercial media with measurable amounts of asbestos determined by the Government to be a concern.

3.2 'Hazardous Waste': any Resource Conservation and Recovery Act (RCRA) waste; or any waste identified as a hazardous material by the United States Department of Transportation; or any waste regulated by the Toxic Substances Control Act (TSCA).

3.3 Operation and Maintenance ('O&M'): those activities required to activate, operate, and maintain the remediation and restoration for a period of time sufficient to ensure the construction was successful and continue those activities until the homeowner/business owner is prepared to assume operation and/or maintenance.

3.4 'Remediation Effort': any construction and/or service activity to include excavation, removal and transportation of waste, demolition, well drilling and installation, and implementation of any remediation technology.

3.5 'Special Waste': waste other than Hazardous Wastes or municipal wastes that are regulated by Federal, State, or local laws or regulations. The remediation of any special wastes will be incidental to the remediation of Hazardous Wastes.

C.4 REQUIREMENTS FOR REMEDIATION EFFORT

All work shall be performed in accordance with this contract and all applicable federal, state, and local regulations as described in each task order. The Contractor will receive from the Volpe Center any backup data relevant to the activities to be performed as part of the work statement that is available from prior investigations, designs, or remedial actions, such as preliminary assessment, site investigation, remedial investigation, risk assessment, feasibility study, decision documents, plans and specifications, and as-built drawings for an individual task order.

4.1 GENERAL. The purpose of this contract is the remediation of asbestos for effected properties located in Lincoln County, Montana. In order to accomplish this, the Contractor shall maintain a management staff and system that ensures flexibility, communication, and the diversity of personnel necessary to successfully execute complex, time-critical work as required by the task orders issued under this contract. The Contractor shall:

4.1.1 Maintain a staffing and program management system that will promote retention of institutional knowledge and continuity throughout the remediation process;

4.1.2 Maintain a communication program that will apprise key personnel executing various task orders of any significant findings that may impact ongoing or planned remediation activities;

4.1.3 Initiate recommendations to the Task Order Contracting Officer's Technical Representative (TOCOTR) about

any alternative methods of executing a remedial action or any other action that would result in improved economy, productivity, or quality;

4.1.4 Notify the TOCOTR in a timely manner of any conditions encountered during the execution of a task order that may impact the remediation process, and provide potential solutions in a timely manner;

4.1.5 Work Plan. In response to each individual task order request for proposal, the Contractor may be required to prepare a detailed Work Plan. The Work Plan shall include, but not be limited to schedule of tasks, milestones, deliverables, progress meetings, key personnel, labor loading, subcontractor requirements, budget schedules, and travel requirements for each task.

4.2 REMEDIAL ACTION. The requirements related to remedial action will be described in individual task orders. The Contractor shall perform all necessary actions to address specific requirements of the task order.

4.2.1 Guidance Documents. In addition to the individual task orders, the following guidance documents have been developed for the Libby Asbestos work. All remedial action work shall be done in accordance with the following guidance documents:

Exhibit A - Comprehensive Site Health and Safety Program, Revision 5, December 2006

Exhibit B - Draft Design Analysis Report, August 2003, "2005 New A&E Version" without CBI SOPs

Exhibit C - Draft Pre-Design Inspection Work Plan, April 2003, "2005 New A&E Version" without CBI SOPs

Exhibit D - Response Action Work Plan, Revision 1, June 2007, including Construction Specifications, but without CBI SOPs

Exhibit E - Mine Operations Plan, June 2005, "New A&E Version" without CBI SOPs

Exhibit F - Lincoln County Class IV Asbestos Landfill Operations Plan, April 2003 and Addendum No. 1., "New A&E Version" without CBI SOPs

These documents (Attachments J.7 through J.12) will be available at time of RFP issuance at: http://volpedb.volpe.dot.gov/outside/owa/display.current_info_page

NOTE: Where any guidance document may cite Comprehensive Site Health and Safety Program, June 2003, the Contractor will refer to Comprehensive Site Health and Safety Program, Revision 5, December 2006 or more current version.

4.2.2 Types of Remedial Actions. A variety of potential remedial actions shall be expected in this contract. Remedial actions include containment, removal, treatment (on-site, off-site, and in-situ), sampling and analysis for monitoring and control, and transport for disposal. New or emerging technologies, as they become available or applicable, may also be utilized during the term of this contract.

The major hazardous contamination of concern is asbestos. Analysis has revealed varying asbestos concentrations between properties. Specific information regarding sample results from each property will be provided by the Government in site-specific work plans at the task order level.

Other hazardous materials may be also be encountered during remedial actions. These contaminants may occur in various environments including soils, sludges, liquids, air, water, debris, structures, and various containers. A number of these possible actions are included below; however, this list is not intended to be exhaustive.

- a. asbestos abatement
- b. excavation
- c. demolition

- d. debris removal
- e. contaminated soil/sediment removal
- f. treatment and/or transport of waste
- g. decontamination or disposal of contaminated tangible property
- h. lead-based paint abatement
- i. underground storage tank removal/closure/replacement
- j. septic tank removal/closure/replacement
- k. mold abatement

4.3 FIELD ACTIVITIES. The Contractor is required to perform field investigation activities. The field investigation activities may include the following: drilling for soil sampling, well installation, or instrumentation installations; and excavation of test pits/trenches. Contract deliverables for investigations may include, but are not limited to, permanent or temporary field installations (i.e., monitoring wells), reports, logs, sketches, drawings, and maps.

4.4 PLANS AND REPORTS. As specified in the individual task orders, the Contractor will be required to conduct other activities incidental to the execution of the remedial actions above described. The results of such efforts will be presented by the Contractor in subsequent plans or reports.

4.4.1 Plans/reports required may include the following:

- a. A plan that identifies baseline conditions and describes the methods and procedures that will be used to bring sites into compliance with State and Federal environmental regulations.
- b. Procedures to be utilized for hazardous materials in the areas of safety, removal, materials handling, treatment or transport of waste, and verification for remedial actions.
- c. A plan to cover implementation, operation and maintenance of remediation sites. The contractor may report on the status of operation and maintenance activities.
- d. Photographs and other records to the Government as a form of technical information.
- e. Identification of any observed or suspected problems, evaluation of the problem and recommendations for its correction.
- f. Up-to-date construction drawings (as-built drawings) indicating the current status of real property facilities. The as-built drawings shall be submitted as hard copy drawings, size D (24"x36") sheets, or as specified in the Task Orders, as well as AutoCAD compatible electronic format.

4.5 REGULATORY REQUIREMENTS.

4.5.1 Compliance. Work shall meet or exceed the minimum requirements established in applicable statutes and administrative codes by the State in which work is being executed. The Contractor shall also meet or exceed all applicable Federal, state, and local regulations pertaining to worker safety and training including, but not limited to, 29 CFR 1910.120, Hazardous Waste Operations and Emergency Response (HAZWOPER). These documents are under constant revision, therefore it is the Contractor's responsibility for compliance with the most recent revisions of the regulations throughout the duration of work on the project.

The Contractor shall also be responsible for compliance with all applicable Federal, state and local regulations pertaining to asbestos remediation. The Contractor shall not represent the Government in any discussions or negotiations with regulators, but may provide technical support to Government personnel. The laws, regulations, codes, and guidance that may impact this contract are include but is not limited to:

- Occupational Safety and Health Standards, 29 CFR 1910
- Safety and Health Regulations for Construction, 29 CFR 1926
- National Emissions Standards for Hazardous Air Pollutants, 40 CFR 61
- EPA's Hazardous Waste Requirements (Resource Conservation and Recovery Act (RCRA), 40 CFR 260-270
- EPA's Standards for the Management of Used Oil, 40 CFR 279
- EPA's Technical Standards and Corrective Action Requirements for Owners and Operators of Underground Storage Tanks, 40 CFR 280
- EPA's Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 40 CFR 300-311
- EPA's Toxic Substance Control Act (TSCA), 40 CFR 761
- Hazardous Materials Regulations, 49 CFR 171-178
- National Environmental Policy Act of 1969 as amended, 42 USC 4321 et seq

4.5.2 Inspection. Inspection and Acceptance will be conducted in accordance with Section E of this contract. In addition representatives of Federal, State or local agencies may be present during inspections. The Contractor shall comply with all such inspection requirements. The Contractor shall notify the TOCOTR as soon as possible of any inspections.

C.5 CONTRACTOR PERSONNEL AND QUALIFICATIONS

Libby, MT is a Superfund site. All on-site personnel are required to have hazardous waste operations and emergency response (HAZWOPER) training in accordance with Title 29 Part 1910.120 of the Code of Federal Regulations (29 CFR 1910.120). Asbestos supervisor certification is required for site supervisors and asbestos worker certifications are required for all workers conducting interior insulation removals and cleanings. Additionally, the contractor's firm shall be licensed as an asbestos contractor in any of the United States, including territorial states, Alaska, and Hawaii. Experience in all categories of remediation activities is required (i.e., remedial action, project management and supervision, quality management, excavation of contaminated soils, waste minimization and management, identification and tracking of hazardous waste, tank removals, etc.). Personnel assigned to individual task orders shall have the required qualifications pertaining to the specific categories anticipated to be encountered at the site. The requirements for on-site and off-site personnel may differ for each site and shall be specifically identified in individual task orders.

C.6 CONTRACTOR QUALITY CONTROL

6.1 SUMMARY: The Contractor shall be responsible for preparing quality assurance (QA) and quality control (QC) activities to ensure that all work complies with this contract. The Contractor shall be responsible for the preparation of QA/QC documents delineating the responsibilities of the contractor's quality control personnel and procedures for all testing and inspection activities to ensure that the work completed is of sufficient quality to meet intended usage and contract requirements. These QA/QC documents will normally include at a minimum, a contractor quality control plan, and testing and inspection reports.

C.7 SAFETY AND HEALTH

7.1 The Government supports a Comprehensive Site Safety and Health Program for the Libby Asbestos Project. As part of this program, the Contractor shall be responsible for compliance with the safety and health requirements concerning the work performed under this contract. The Contractor shall have an ongoing Site Specific Safety and Health Program (SSSHP), in accordance with Federal, State and local laws, regulations, and guidance. The Contractor shall also develop Safety and Health Plans for all applicable work performed under this contract, in

compliance with 29 Code of Federal Regulations (CFR) 1910 and 29 CFR 1926. The contractor shall provide a designated Site Health and Safety Officer (SHSO) for all work performed. Personal air monitoring may be conducted by others (under separate contract) to ensure that proper respiratory protection is utilized. Monitoring results will be given to the Contractor, who is responsible for posting results and maintaining necessary records as required by OSHA and applicable regulations.

7.2 Work performed in interior containments or exterior exclusion zones will be conducted in Level C protection with a minimum of half-face respirators. Powered Air Purifying Respirators (PAPRs) are required for bulk insulation removal, demolition activities, work at the mine, work at the landfill, and when conditions warrant additional respiratory protection.

C.8 ENVIRONMENTAL REQUIREMENTS

GENERAL. The Contractor shall perform all work in accordance with applicable Federal, state and local laws, codes, and regulations. The Contractor shall assure that all activities performed by its personnel, subcontractors and suppliers are executed as required by these laws and regulations. Any incident of noncompliance noted by the Contractor shall be brought to the attention of the Contracting Officer by written notice. Nothing in this contract shall relieve the Contractor of his responsibility to comply with laws and regulations.

PERMITS. The Contractor shall investigate the requirements for and obtain Environmental Permits, Licenses, and/or Certificates necessary to accomplish the work specified in individual task orders. The Contractor shall obtain all clearances and permits prior to initiation of site operations.

TRANSPORTATION OF WASTE As detailed in individual task orders, the Contractor will be responsible for the transportation of waste in accordance with Title 49 of the Code of Federal Regulations and all other applicable Federal, state, and local regulations. The Contractor shall review all information provided and develop the necessary deliverables which contain the transportation criteria, procedures, and practices sufficient to protect personnel, the environment, and potential off-site receptors from chemical, physical, and/or biological hazards. The Contractor shall utilize the services of qualified personnel experienced in hazardous waste manifesting and hazardous waste site operations. If the information that is available is insufficient to allow the Contractor to develop these documents, a description of all additional information required shall be prepared and submitted to the TOCOTR, prior to the commencement of work.

C.9 ENVIRONMENTAL PROTECTION

GENERAL. The Contractor shall perform all work so as to minimize the pollution of air, water or land and to control noise and dust within reasonable limits or within limits established by applicable Federal, state, and local laws and regulations. The Contractor shall furnish all labor, materials and equipment, and perform all work required for the protection of the environment during all operations except as specified in the individual Task Orders.

PREREMEDIAL ACTION SURVEY. Prior to start of any on-site activities, the TOCOTR and the Contractor shall make a joint condition survey reviewing the condition of trees, shrubs and grassed areas immediately adjacent to the site of the work and adjacent to the Contractor's assigned storage area and access route(s) as applicable. During this survey, the TOCOTR and the Contractor shall confirm the existence and/or location of any wetlands, endangered species, special habitat or other protected areas.

PROTECTION OF LAND AREAS. Except for any work or storage areas and access routes specifically assigned for the use of the Contractor under this contract, the land areas outside the limits of the permanent work performed under this contract shall be preserved in their existing condition. The Contractor shall confine its site activities to areas defined for work in the site-specific addendum document or specifically assigned for its use. Storage and related areas and access routes required temporarily by the Contractor in performance of the work will be approved by the TOCOTR.

PROTECTION OF TREES AND SHRUBS. The contractor shall take all actions necessary to protect and prevent

damage to all trees, shrubs and vegetation not identified for removal utilizing the site-specific addendum and property survey (if applicable). No ropes, cables or guys shall be fastened to or attached to any nearby trees for anchorages.

PROTECTION OF WATER RESOURCES The Contractor shall control the transfer, use and disposal of fuels, oils and other harmful materials both on and off the site and shall comply with applicable Federal, state, and local laws and regulations concerning pollution of air, water and soils while performing work under this contract. Special measures shall be taken to prevent sediment, chemicals, fuels, oils or other harmful materials from entering waters. Water used in personnel and equipment washing will not be allowed to re-enter any stream, lake or wetland. Decontamination water will be stored in onsite tanks and disposed of by the Contractor at the amphitheatre staging area (mine road) via a vacuum truck, or equivalent. Decontamination water is to be collected, run through a series of filters, and then disposed of at the mine site. Although ACM rules and regulations may allow the water to be discharged into the sanitary system, per EPA direction, this is not the current protocol at the site.

DUST CONTROL. The Contractor shall maintain all excavations, embankments, stockpiles, access roads, plant sites, waste areas and all work areas free from excess dust to such reasonable degree as to avoid causing a hazard or nuisance. Water sprinkling, chemical surfactant treatment (as approved by the TOCOTR), and plastic sheathing will be employed by the Contractor to control dust. Sprinkling will be repeated by the Contractor to keep the disturbed area damp at all times. Water trucks designed for this task or water hoses and sprinklers will be used. The Contractor will also use water trucks with power spray units for dust control and a spray wash sprinkler for dust abatement when performing dust-generating activities. Dust control shall be performed by the Contractor as the work proceeds and whenever a dust nuisance or hazard occurs. Perimeter air monitoring will be conducted by others (under separate contract) to ensure that fibers do not migrate outside the exclusion zone. Monitoring results will be given to the Contractor, who is responsible for posting results.

SPILL CONTROL. The Contractor shall take every precaution to prevent spills, however, in the event of an actual spill, the Contractor shall provide a contingency plan (due date to be specified at a later date) for cleanup of spills and be responsible for proper cleanup of spills that occur during performance of this contract.

C.10 PHYSICAL SECURITY

The Contractor shall appropriately secure the work area (i.e., fencing) and will establish, maintain, and clearly mark the work areas with appropriate signage and barricades as required by each individual task order. The Government (under separate contract) will provide unarmed security service to the sites during non-working hours. However, at a minimum, the contractor shall maintain the site and all other Contractor controlled areas in such a manner as to prevent theft, and minimize the risk of injury or accident to site personnel or others.

C.11 OTHER

The Contractor may be required to provide other incidental services, as stated in individual task orders, necessary for successful remediation, such as technical support during regulatory negotiations as they pertain to a specific site, community and public relations, and technology demonstrations. The requirements in this paragraph are not intended to be all-inclusive, but are for illustrative purposes only.